

## **EXHIBIT D**

**KRASS, SNOW & SCHMUTTER, P.C.**  
**ATTORNEYS AT LAW**

**419 PARK AVENUE SOUTH**  
**NEW YORK, NEW YORK 10016-8410**

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WALTER W. REGEL  
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CHARLES M. NEWMAN  
ALVIN LESTER SITOMER<sup>o</sup>  
COUNSEL

<sup>o</sup>ALSO ADMITTED IN NJ  
<sup>o</sup>ALSO ADMITTED IN FL

July 6, 2007

Ms. Amy J. Luria  
5 Colby Road  
Port Washington, New York 11050

Mr. Bernard L. Madoff  
Bernard L. Madoff Investment Securities, LLC  
885 Third Avenue, Suite 3180  
New York, New York 10022

Mr. Peter B. Madoff  
Bernard L. Madoff Investment Securities, LLC  
885 Third Avenue, Suite 3180  
New York, New York 10022

Re: Amy Luria Partners LLC

Dear Amy, Bernie and Peter:

We recently filed Partnership Certificates for the investment partnerships for Joan Fisher and Robert Luria, but we had a problem in filing a Partnership Certificate for Amy's investment partnership. The Nassau County Clerk takes the position, contrary to the Westchester County Clerk and the New York County Clerk, that a trust may not be a partner of a partnership, and therefore the Nassau County Clerk rejected the Partnership Certificate for Amy Luria Partners. The Nassau County Clerk would not be persuaded otherwise, and therefore we propose to form the investment partnership as a limited liability company named Amy Luria Partners LLC. A trust may unquestionably be a member of a limited liability company.

Enclosed for your review are one (1) copy of Articles of Organization and four (4) copies of an Operating Agreement between the members. Amy and the Trust Under Article IX of the

Ms. Amy J. Luria  
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KRASS, SNOW & SCHMUTTER, P.C.

Will of Gladys C. Luria f/b/o Amy Luria will be the members of the limited liability company, and the members will act jointly. An Operating Agreement is required by statute.

If all is satisfactory, please sign all four (4) copies of the Operating Agreement and return three (3) all of the signed copies to me. Upon receipt of counterparts from both members, I will sign and file the Articles of Organization. I will also redistribute counterpart copies so that each of you has a fully executed set of counterpart copies of the Operating Agreement.

If you have any questions, please do not hesitate to call me.

Sincerely,



Eric B. Lesser

EBL:elk  
Enclosures

cc: Stephen J. Krass, Esq.  
Walter W. Regel, Esq.

**ARTICLES OF ORGANIZATION**

**OF**

**AMY LURIA PARTNERS LLC**

**Under Section 203 of the Limited Liability Company Law**

**FIRST:** The name of the Limited Liability Company is:

**AMY LURIA PARTNERS LLC**

**SECOND:** The County within this State in which the principal office of the Limited Liability Company is to be located is Nassau County.

**THIRD:** The Limited Liability Company hereby designates the Secretary of State of New York as agent of the Limited Liability Company upon whom process against the Limited Liability Company may be served. The post office address of the Limited Liability Company to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon the Secretary of State is: 5 Colby Road, Port Washington, New York 11050.

**FOURTH:** None of the Members of the Limited Liability Company is liable for payment of any debts, obligations or other liabilities of the Limited Liability Company.

**IN WITNESS WHEREOF,** this certificate has been subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the undersigned who affirms that the statements made herein are true under penalties of perjury.

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Eric Lesser, Authorized Person  
Krass, Snow & Schmutter, P.C.  
419 Park Avenue South  
New York, New York 10016

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**OPERATING AGREEMENT  
OF  
AMY LURIA PARTNERS LLC**

Krass, Snow & Schmutter, P.C.  
419 Park Avenue South  
New York, New York 10016  
(212) 683-3636

AGREEMENT, made 7/19, 2007, by AMY LURIA, residing at 5 Colby Road, Port Washington, New York 11050 and BERNARD L. MADOFF and PETER B. MADOFF, as Trustees of the TRUST UNDER ARTICLE IX OF THE WILL OF GLADYS C. LURIA F/B/O AMY LURIA, having an address at c/o Bernard L. Madoff Investment Securities, LLC, 885 Third Avenue, Suite 3180, New York, New York 10022 (each a "Member" and together the "Members").

**WITNESSETH:**

WHEREAS, the Members desire to form a limited liability company pursuant to the laws of the State of New York for the purposes hereinafter set forth, and to establish the Members' rights and obligations in connection with the limited liability company;

NOW, THEREFORE, in consideration of the covenants set forth herein and other valuable consideration, the agreement of the Members shall be as follows:

1. Formation. The Members have formed a limited liability company (the "LLC") pursuant to the provisions of the New York Limited Liability Company Law, for the purposes and the period and upon the terms and conditions hereinafter set forth.

2. Name. The name of the LLC shall be AMY LURIA PARTNERS LLC. All business of the LLC shall be conducted under said name.

3. Purposes. The purposes of the LLC are to engage in any lawful business purposes as the Members may deem desirable.

4. Place of Business. The principal place of business of the LLC shall be at 5 Colby Road, Port Washington, New York 11050, or at such other or additional places of business within or outside of the State of New York as the Members from time to time may designate.

5. Registered Agent. The LLC hereby designates the Secretary of State of New York as agent of the LLC for the service of process.

6. Term. The term of the LLC shall commence on the filing the Articles of Organization of the LLC and shall continue until the occurrence of an event hereinafter set forth which causes the termination of the LLC.

7. Capital Contribution. The capital contributions of the Members shall be as reflected in the books and records of the LLC. The Members shall not be required to make any additional capital contributions.

8. Allocations and Distributions. The profits or losses of the LLC from the conduct of the LLC's business, after all expenses incurred in connection therewith have been paid or provided for, may be distributed to the Members as determined by the Members.

9. Books, Records and Tax Returns. At all times during the continuance of the LLC, the Members shall keep or cause to be kept complete and accurate records and books of account for the LLC.

The Members shall prepare or cause to be prepared and filed all applicable Federal, State and local income tax and information returns for the LLC. All elections required or permitted to be made by the LLC under the Internal Revenue Code shall be made by the Members.

10. Accounts. All funds of the LLC shall be deposited in the LLC's name in such accounts as shall be designated by the Members. Withdrawals from any such accounts shall be made only upon such signature or signatures as the Members from time to time may designate.

11. Management of the LLC. The business and affairs of the LLC shall be conducted and managed by the Members in accordance with this Agreement and the laws of the State of New York. All decisions respecting the management, operation and control of the LLC and all determinations made in accordance with this Agreement shall be made by the Members acting jointly.

12. Dissolution and Liquidation. The LLC shall terminate upon the affirmative vote or consent of the Members to dissolve the LLC, or any other event which pursuant to this Agreement or the laws of the State of New York, as each may hereafter be amended, shall cause a termination of the LLC.

The proceeds of sale and all other assets of the LLC shall be applied and distributed in the following order of priority: (a) to the payment of the expenses of liquidation and the debts and liabilities of the LLC, other than debts and liabilities to the Members; (b) to the payment of debts and liabilities to the Members; (c) to the setting up of any reserves which the Members may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the LLC, to be held for such period as the Members shall determine for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided; (d) to the Members.

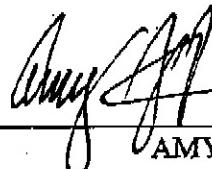
13. Miscellaneous. This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of New York.

This Agreement shall be binding upon and inure to the benefit of the Members and the Members' executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.



AMY LURIA

TRUST UNDER ARTICLE IX OF WILL OF  
GLADYS C. LURIA F/B/O AMY LURIA

By: \_\_\_\_\_  
Bernard L. Madoff, Trustee

By: \_\_\_\_\_  
Peter B. Madoff, Trustee

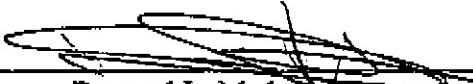
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GLADYS C. LURIA F/B/O AMY LURIA

By:   
Bernard L. Madoff, Trustee

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